

# **EXHIBIT 7**

業務委託契約



甲 住所 東京都渋谷区渋谷2-11-6

ラウンドクロス渋谷5階

商号 株式会社 MTGOX

代表取締役 カルプレス マルク  
マリ ロベート



乙 住所 東京都渋谷区渋谷2-11-6

ラウンドクロス渋谷5階

商号 株式会社 TIBANNE

代表取締役 カルプレス マルク  
マリ ロベート



別紙 平成25年4月1日付 営業権及び運用占有権移動契約締結後、更に甲において乙に対し旧来業務を委託する。

これら業務につき、甲乙間で以下の協定を締結した。

・業務委託期間

委託期間は、平成25年4月1日から平成26年3月31日とする。

ただし、委託期間満了の前1ヶ月内に甲乙のいずれからとも意義が無い時は、自動的に委託期間は1年間更新されるものとし、以後も同様とする。

・固定受注代金

月次で固定とし、甲は乙に20,000,000円を支払う事とする。

ただし、甲は業務委託の内容・質・量に変更がある場合には、乙との協議の上、増額等変更をすることが出来る。

この場合は新たに契約を締結し直すものとする。

平成25年4月1日

### Service Agreement

**Outsourcer:**

Address: Round-Cross Shibuya 5F

2-11-6 Shibuya, Shibuya-ku, Tokyo

Trade Name: MtGox Co., Ltd.

Representative Directors: Mark Karpeles

Robert Marie

**Service Provider:**

Address: Round-Cross Shibuya 5F

2-11-6 Shibuya, Shibuya-ku, Tokyo

Trade Name: TIBANNE Co., Ltd.

Representative Directors: Mark Karpeles

Robert Marie

After entering into the attached Agreement regarding Transfer of Business Right and Right of Possessing Operation dated April 1, 2013, Outsourcer will outsource its existing services to Service Provider.

Outsourcer and Service Provider enter into the following arrangements in regards to such services.

**- Service Period**

The service period shall be from April 1, 2013 to March 31, 2014; provided, however, that the service period will be automatically renewed for another one (1) year unless either Outsourcer or Service Provider expresses its objection no later than one (1) month prior to expiration of the service period, and the same will apply thereafter.

**- Fixed Service Charges**

The service charges shall be a fixed monthly amount, and Outsourcer shall pay 20,000,000 yen to Service Provider; provided, however, that if there is any change in the content, quality, or volume of the outsourced business, Outsourcer may increase the charges or make any other change after consultation with Service Provider.

In such a case, a new agreement will be executed.

April 1, 2013

## **EXHIBIT 8**

[Forums](#) / [Getting Started/Using MtGox](#) / [5 Easy Steps](#)

## Step 1 - Making an Account

To get started with buying and selling bitcoins on MtGox, you first will need to sign up for a new personal account. If you would like to create a MtGox business account please see our article on [Creating a Business Account](#).

- Go to [MtGox.com](#) and in the top right corner and click on "[Sign Up](#)".
- You will be taken to a new page where you can start the registration process.
  - Enter in a username (Alphanumeric).
  - Password (Alphanumeric & Special Characters). \*Please use a strong, unique password.
  - Email Address (It will be married to this Username).

**Register Now!**

?

Username

?

Password

?

Confirm Password

?

Email

?

Currency

USD

SUBMIT

- After you have entered in all the required credentials, press "SUBMIT". An email will be sent to the email address provided containing a link which will take you to a confirmation screen. Click on the activation link in order to complete your registration.

Once your account has been activated, you will see a new screen telling you your account is now enabled and you can start trading.

## Sign up

CREATE AN ACCOUNT

EMAIL SENT

ACCOUNT ACTIVATED

## Thank you, your account is now activated

Your account is now activated, you can start trading with Mt.Gox.

Congratulations! You are now ready to [get verified](#) (Step 2).

[Forums](#) / [Getting Started/Using MtGox](#) / [5 Easy Steps](#)

## Step 2 - Verifying Your Account

Once you have created your MtGox account you will next need to verify your account by visiting <https://www.mtgox.com/forms/verification> or by logging in to your account and going to Settings > Get Verified. All MtGox user accounts are required to be verified in order to perform any deposits or withdrawals.

### Get verified

PREFERENCES

CHANGE SETTINGS

GET VERIFIED

#### Account Verification

**Please be aware that your account is not currently verified.**

**To prevent your account from being locked please provide complete and accurate information.**

Please read the notes and requirements, and follow the prompts for information and documentation. So that you may prepare information and documentation for the verification of your account, the requirements and other notes have been included below for your convenience.

#### Required documentation :

- A **CURRENT** and **VALID** Photo ID issued by a government entity (i.e. National Identity card, Drivers license, Passport, etc.).
- Proof of residence issued *within the last six months* (no exceptions): Utility bill, tax return, insurance payment, etc. We are sorry but **NO BANK STATEMENTS** will be accepted.

Attention : Your MtGox account is personal and created for you individually for your own use. You must submit only your own documents. No family/friends or co-ownership of accounts is allowed. If you would like to create a MtGox corporate account please see our article on [Creating a Business Account](#).

Note: Any information submitted is subject to MtGox's privacy policy and as such will not be shared with any 3rd party, corporate partner, or agency external to MtGox under any circumstances. Any documents collected will be accessed by MtGox's staff only. Additional information may be found in our privacy policy. Be aware that once this form has been submitted, all attached documentation will be reviewed. This process may take 10+ business days to complete, and you will then be notified of the outcome of this review. Only one (1) account is allowed per person/individual. If you would like to create an additional account, such as a corporate account, please contact MtGox Support.

Once your account has been verified you are ready to [add funds to your account \(step 3\)](#).

<https://support.mtgox.com/entries/25367139-Step-2-Verifying-Your-Account/>

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<https://support.mtgox.com/entries/25367139-Step-2-Verifying-Your-Account/> ?

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## Comments



Mike  
Support Desk

Answers to common questions:

- **Why is my verification taking so long?** - Due to a sudden, great increase in interest in MtGox, we have received a large number of verification requests. We are working to hire additional staff to clear the large backlog. **How can you help prevent further delays?** By providing us clear documentation and information that meets the listed requirements you will assist our AML staff with your verification request. Once your account has been verified or there are any questions, you will be contacted via the email address associated with your account. If you have not yet received a notification request we ask that you please be patient, as opening tickets with MtGox Support or spamming our email only adds to the work load and may increase the time it takes for us to process your request. We appreciate your patience and cooperation.

- **Error: Undefined/MGTXVDA01** - Users typically receive this error when they try to create a new account. Note that only one account is allowed per individual. If you have two accounts you must delete one of your accounts via <https://mtgox.com/account/delete>. If you would like to create a new business account, please see our article on creating a [business account](#). If you do not have a business account, please open a ticket with MtGox Support and provide your full name, birth date, and address.

- **Moved?** - If you move, or your address changes at anytime you will be required to provide documentation showing your new address (Note: Both your Photo ID and Proof of Residence must show new address information). To notify MtGox staff, please open a ticket with MtGox Support and provide your new address information so that they may forward you to our AML staff for re-verification. Your account will be locked temporarily while your updated information is verified and you may be required to provide additional details to confirm your identity, so please be prepared with other information to ensure minimal downtime.

- **Issue uploading documents?** - If you are encountering issues uploading documents for Proof of Residence please check the size and format of your documents/images to ensure they meet our requirements as described on the verification page. You may also want to try logging out of your browser cache, logging back in and trying again. If you continue to have issues please contact our support team and provide copies of the documents you are attempting to upload.

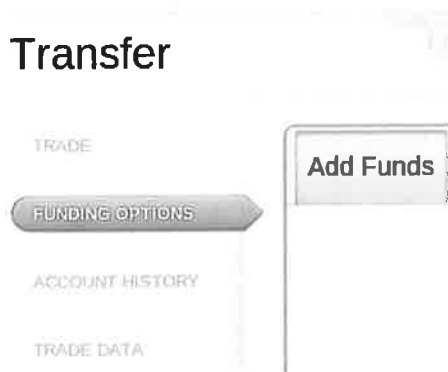
January 26, 2014 14:59

[Forums](#) / [Getting Started/Using MtGox](#) / 5 Easy Steps

### Step 3 - Adding Funds

Once you have registered and verified an account you will need to add funds before you can start buying and selling bitcoins.

- To Add funds login to [MtGox.com](https://www.MtGox.com) and click on the "Funding Options" section from the menu.



- Depending on where you live, there are many ways to add funds to your MtGox account. Each service is quite different and there are instructions provided on the right hand side once you click which method you want to add funds with.

## Payment Processors

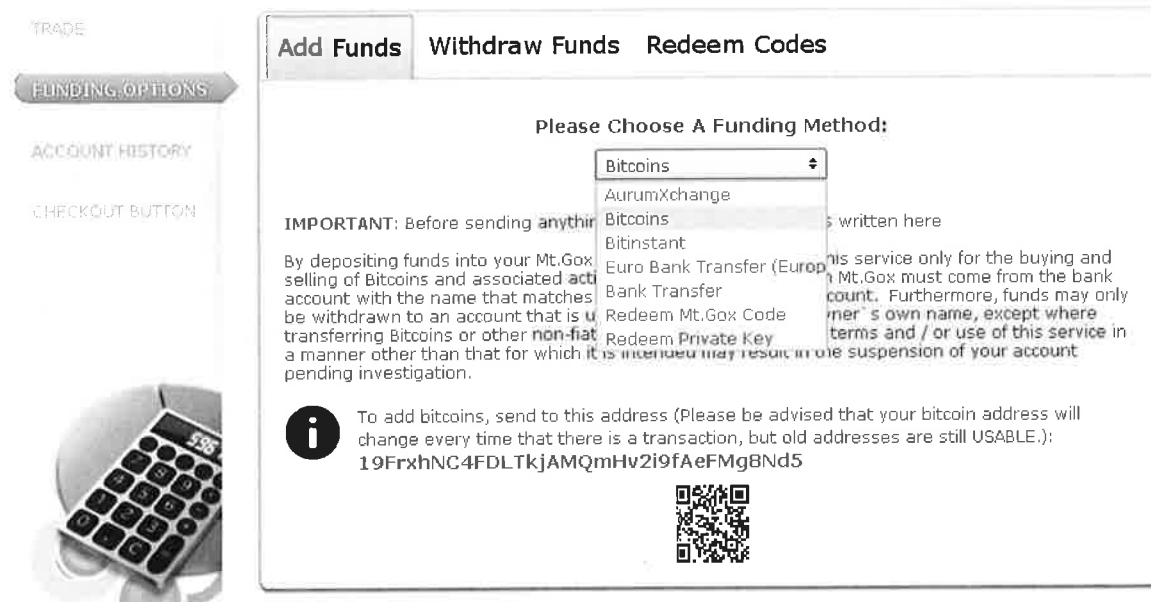
- Bitinstant

## Bank Transfers

- International Wire (USD & EUR and other currencies)
- European Transfer (EUR)
- PLN Transfer (PLN)

### Miscellaneous

- Bitcoin Client
- Private key Deposit



For more details about processing times and fees, please visit our [post on the forums](#).

Once you have followed the instructions and have funds added to your account, it's time to start trading (Step 4).



<https://support.mtgox.com/entries/20290301-Step-3-Adding-Funds/>

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<https://support.mtgox.com/entries/20290301-Step-3-Adding-Funds/> ?

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## Step 4 - Buying or Selling Bitcoins

Once you have funds in your account, you are ready to start to buy bitcoins.

- To buy bitcoins, first click on the "Trade" option on the left menu

### Buy & Sell

- On the next page you will see "Buy Bitcoins", "Sell Bitcoins" and "Open Orders"

#### The "Buy Bitcoins" Box

- "USD in your account" displays the amount of funds with which you are able to use to buy bitcoins.
- "Lowest Ask Price" is the cheapest you are likely to buy bitcoins for if you wish to purchase them now.
- "Amount to buy" is the quantity of bitcoins you want to buy from a seller.
- "Price per coin in Dollars" is the price at which you wish to purchase your bitcoins.
- "Total" is the (Amount to buy) x (Price per coin in Dollars) and does not include the trade fee.

\*Please note that our ordering system currently subtracts the trade fee from the "Total" when the order is processed. Your trade history will show that you traded at the amount you entered minus our trade fees.

#### The "Sell Bitcoins" Box

- "Bitcoin in your account" shows the amount of bitcoins you are currently able to sell.
- "Highest Bid Price" is the highest you are likely able to sell your bitcoins for if you want to sell them now.
- "Amount to Sell" is the quantity of bitcoins you wish to sell to a buyer.
- "Price per coin in Dollars" is the price at which you want to sell your bitcoins.
- "Total" is the (Amount to Sell) x (Price per coin in Dollars) and does not include the trade fee.

\*Please note that our ordering system currently subtracts the trade fee from the "Total" when the order is processed, so the final amount you receive in your account will be slightly less than the previously mentioned total.

Buy bitcoins

Sell bitcoins

0.6%

43.14%

0.55%

?

Bitcoins in your account: 7.53452 (add more) | Highest Bid Price: \$5.43100

?

Amount of BTC to SELL

Enter amount

?

Price per coin in USD

5.43099

?

Amount to receive in USD

0

SELL BITCOINS

#### The "Your Open Orders" Box

Your Open Orders						
DATE	TYPE	STATUS	AMOUNT	PRICE	TOTAL	
CURRENCY CANCEL						
01/31 17:48		Bid Open	5.00000000	4.00000	20 USD	Cancel
Showing 1 to 1 of 1 entries						

- "Type" will show if the order is actioning a buy or sell order".
- "Amount" displays the quantity of bitcoins you are buying or selling.
- "Price" is the price per bitcoin at which you are set to buy or sell.
- "Status" tells you the current status of your order.
- "Total" is the (Amount) x (Price) before trade fees are applied.
- "When Placed" displays the time the order was entered.
- "Cancel" will allow you to cancel orders prior to them being fulfilled.

After you have bought and sold bitcoins, eventually you will want to access your riches by [withdrawing funds \(Step 5\)](#).

<https://support.mtgox.com/entries/20294238-Step-4-Buying-or-Selling-Bitcoins/>

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<https://support.mtgox.com/entries/20294238-Step-4-Buying-or-Selling-Bitcoins/> ?

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## Step 5 - Withdrawing Funds

When you're done trading or want to transfer money out of MtGox, it's a quick and easy process.

- When you are ready to withdraw funds, simply click "Funding Options" from the menu.
- You will be taken to a new page and presented with a multitude of ways to withdraw your funds. Be sure to choose the best method for your region. For more information on withdrawal fees and processing times please visit our [Deposit/Withdraw Information post](#) on the forums. Each method is quite different and particular instructions are provided to you once an option is selected.

### Bank Transfers

- Euro Bank Transfer (SEPA zones only) (EUR)
- International Wire Transfer
- PLN Bank transfer

### Miscellaneous

- Bitcoin Client

TRADE

FUNDING OPTIONS

ACCOUNT HISTORY

CHECK-OUT BUTTON



**Add Funds** **Withdraw Funds** **Redeem Codes**

- **BTC** : You can still withdraw up to **100.00000000 BTC** provided you have enough on your account (your limit is 100.00000000 BTC per 24 hours )
- **USD** : You can still withdraw up to **\$1,000.00000** provided you have enough on your account (your limit is \$1,000.00000 per 24 hours and \$10,000.00000 per 30 days)

Please use the form below to initiate your withdrawal.

(Available withdraw methods)

Bitcoin

Bitcoin

Bitcoin Foundation Donation

Bank Transfer

(Add a new method)  
**Add withdraw method**

Imposed by our European bank, all fund transfers to SEPA accounts  
If you urgently require the withdrawal of your funds please cancel  
your SEPA withdrawal request and apply for an **international bank transfer**.

? Amount

Enter the amount

Enter a bitcoin address

? Bitcoin Address

☐ Use a Green Address

☐ Open Transaction (6 Confirmations)

☐ Pay 0.0005BTC Fee For Faster Processing (Required for Transactions below 0.01 BTC)

**CONFIRM**

Please fill in all required information and click the "Send Request" button to complete the process. Depending on how you withdraw funds, it may take up to five (5) full business days to receive your funds.

<https://support.mtgox.com/entries/20298141-Step-5-Withdrawing>

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<https://support.mtgox.com/entries/20298141-Step-5-Withdrawing-Funds/> ?

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## **EXHIBIT 9**

INTERNET ARCHIVE

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Forums / Support / FAQ

## General Questions



Adam  
posted this on June 15, 2011 06:55

### General Information

#### **Q: How to get started?**

A: Start with the below.

1. Create an account at <https://mtgox.com/signup/>
2. Make a deposit by using the best method(s) that suit your needs. You can have a look at the link here for the options, <https://support.mtgox.com/entries/20490576-Withdrawals-and-Deposits>
3. After you see that the funds have reached your account, you are ready to trade!

#### **Q: How do I buy Bitcoins?**

A. Please follow the below steps.

1. After you have funds in your account, go to the Trade menu.
2. Enter the number of Bitcoins and price you wish to buy.
3. If your order is matched by a corresponding sell order, Bitcoins will appear in your account.

Note: If you check Market Order, it will execute at the current price and you will get your Bitcoins at the market price.

#### **Q: For bank deposits, what do I type in the comment field for the transfer?**

A: You would have to type in your Mt.Gox number with the 2 digit checksum in front (E.g "M0012345X") without the quotes. Please make sure that the letters are capitalized. To see this message, please login and go to Funding Options>Add Funds and select the method of your choice.

#### **Q: How do I withdraw funds back to my bank/OkPay/Dwolla accounts?**

A: Please follow the below steps.

1. Go to Funding Options.
2. Go to Withdraw Funds.
3. Select Bank Transfer.
4. Click on Add a Withdrawal Method.
5. Click on either Bank Transfer/OkPay or Dwolla.
6. Fill out the details of the account that you wish to add.
7. Save it.
8. Wait for 1-2 business days for our AML team to approve it. You will be notified of the results.
9. After our AML team approves it, your withdrawal method will be ready to use in the Withdraw Funds page under the drop-down menu. Select it.
10. Enter the amount you wish to withdraw.
11. Click Confirm.

Note: For adding bank accounts, if your funds are in non-Euro currency, please select 'International' as the Withdrawal Type. If you select 'EUR' withdrawal type, your funds will bounce back as EUR transfer type is only for the Euro currency.

#### **Q: (Australian Users) My bank account number is 8 digits, but the system requires 9 digits, what should I do?**

A: Please prefix your account with 0 until it reaches 9 digits. If your account is 12345678, enter 012345678.

#### **Q: Where can I find my Mt.Gox number?**

A: Please follow these steps.

1. Log in to your account at [www.mtgox.com](http://www.mtgox.com)
2. Click on your user name near the top right corner of the page.



3. The "merchant ID" is your Mt.Gox account number.

**Q: How do I Deposit Bitcoin into my Mt.Gox account? Where do I find my Bitcoin address?**

A: Please follow these steps.

1. Log into Mt.Gox using your Mt.Gox username and password
2. Click on 'Funding Options'
3. Click on the "Add funds" button
4. Copy the bitcoin address listed under "Bitcoins"
5. Using the bitcoin application of your choice, please transfer funds to from your wallet to the copied bitcoin address.

While the process may vary according to the bitcoin software used, generally the process is as follows:

1. Click "Send Coins"
2. Right-click inside the empty box and then click "paste" (you should see a long alpha-numeric string)
3. Type in the "Amount" to send
4. Click "Send"

(Note, depending on how many connections you currently have on your bitcoin program (located on the bottom right corner), it may take up to 24 hrs for your transfer to reach your Mt.Gox account).

**Q: How do I withdraw Bitcoin to my own computer?**

A: Please begin by logging into the Mt.Gox website and then following the process outlined below:

1. Go to <https://mtgox.com/trade/funding-options>
2. Go to Tab "Withdraw Funds" Click on "Withdraw Funds"
3. Select "bitcoins" as the withdraw type (if it is not already selected)
4. Type the in the "Amount to Withdraw" in bitcoins
5. Type the wallet address you wish to transfer your bitcoin to (if you don't have this, you will need to check your bitcoin program)
6. Click "Send Request"

**Q: What is the minium withdrawal amount?**

A: If you wish to withdraw less than 0.01 BTC, you will have to add a fee by checking the box 'Add a fee of 0.0005 BTC for faster processing'.

**Q: How long does a deposit/withdraw of Bitcoins usually take ?**

A: When withdrawing or depositing bitcoin into your Mt.Gox account it can sometimes take a while (1~24 hours) depending on your Internet speed, firewall settings and ultimately the time required to register at least 6 confirmations on the network (in other words peer availability). If you're sending to your computer's wallet rather than an Mt.Gox account, it's good practice to keep your bitcoin client running so it may download the block chain. For those that may not know the block chain, it could be summarised as the complete history of all transactions made on the bitcoin network, so keep in mind it can take some time to update and download the most current block and see the bitcoins in your wallet. If your block chain is not up to date, you will not see your transaction. You will be able to check the block chain for your transaction on [www.blockexplorer.com](http://www.blockexplorer.com) by searching for the receiving bitcoin address. PLEASE CONTACT US ONLY IF YOU DO NOT RECEIVE IT AFTER 24 HOURS.

**Q: Can I use credit or debit card to add funds into my Mt.Gox account?**

A: Unfortunately we do not accept any credit or debit payment.

**Q: Does my Bitcoin deposit address change?**

A: Yes, the deposit address listed on the "Add Funds" page will change every time a deposit to the address is made. YOU CAN ALWAYS MAKE DEPOSITS TO THE SAME OLD ADDRESS.

**Q: Will I be able to change my password or my Email address?**

A: Yes you can by following these 3 steps.

1. Log in to your account.
2. Click on your user name that is located on the top right corner of the page.
3. Then click on changing password or Email.

**Q: Can I use Paypal on Mt.Gox?**

A: Unfortunately we do not accept paypal transfers, as paypal does occasionally perform a chargeback.

**Q: What do I do if I want to increase my withdrawal limits for Bitcoin and USD?**

A: If you wish to increase your daily withdrawal limit, please visit the following website <https://support.mtgox.com/entries/20251501-aml-request-increase-transaction-limits>

\*Note that photo ID will need to be provided to ensure your application is successful.

**Q: I tried logging in and it shows that my IP has been blocked. What do I do?**

A: The IP ban is a method in use as a security precaution designed to protect user accounts, After 10 failed attempts to login the system will automatically block the IP address which the failed login attempts originate from. The ban will remain in place for 24 hours, and unfortunately there is no way to manually lift a ban.

\*Note that some user might have this problem if they are using proxy or have a program running in the background with an incorrect user/pass combination.

**Q: If I have other questions to ask where do I go to?**

A: Please visit our Mt.Gox website to contact our support.  
<https://mtgox.com/contact-us>

**Q: Why is my account pending review?**

A: There are 3 main reasons for this.

You transgressed one of the following Mt.Gox rules as follows:

- You have more than one account.
- You are using services like TOR, VPN, or any public networks
- You are not making deposits or withdrawal with your personal account.

For further queries regarding verification, please feel free to contact the AML team directly at [aml@mtgox.com](mailto:aml@mtgox.com).

**Q: How long does it take to receive an answer for my support request?**

A: We try our best to reply within 3 hours while we are in the office, however we are based in Japan so it may take longer than 3 hours for us to reply back if your message is sent during off hours.

**Q: How long does it take to receive an answer for my support request?**

A: We try our best to reply within 3 hours while we are in the office, however we are based in Japan so it may take longer than 3 hours for us to reply back if your message is sent during off hours.

## **EXHIBIT 10**

[Forums](#) / [Support](#) / [FAQ](#)

## AML Account Statuses

### 1. Basic Status (Level 1) : Personal account or one man company

**ATTENTION:** In order to deposit or withdraw your account will have to be verified by our AML team.

Verified accounts have the following withdrawal limits:

#### Currencies

- Daily withdrawal limit (24hrs): 10,000 USD (or equivalent)
- Monthly withdrawal limit: 50,000 USD (or equivalent)

#### Bitcoin

- Daily Bitcoin withdrawal limit (24hrs): 1,000 BTC
- Monthly Bitcoin withdrawal limit: none

#### Documents required for verification:

- A valid copy of a government issued photo ID and:
- Proof of residence (less than 6 months old) - this can be a utility or phone bill.

BANK STATEMENTS WILL NOT BE ACCEPTED

If your documents are not in Japanese, English, or do not have Roman alphabet, (罗马字, 로마자, Латинский алфавит, לאטיינישער אלפאבעט, الفبائية لاتينية, λατινικό αλφάβητο) they need to be **translated** before sending.

After you have been verified, if you would like to request a withdrawal limit increase, please contact [support@mtgox.com](mailto:support@mtgox.com) with the following information:

**[Wallet Type]: [Amount] Daily Limit; [Amount] Monthly Limit**

Examples:

EUR : 7390 Euro Daily; 30 000 Euro Monthly

BTC: 10 Daily

Note that there is no monthly limit for BTC withdrawals.

### 2. Premium Status (Level 2) - Premium Personal Account / Premium Business Account

The "trusted" account status is designed for day traders, professionals, and companies.

Having a "trusted" account status has the following withdrawal limits:

#### Currencies

- Daily withdrawal limit (24hrs): 100,000 USD (or equivalent)
- Monthly withdrawal limit: 500,000 USD (or equivalent)

#### Bitcoin

- Daily Bitcoin withdrawal limit (24hrs): 10,000 BTC
- Monthly Bitcoin withdrawal limit: none

#### Documents Requirement for upgrade to "trusted" account status:

**ALL** documents must be **notarized with apostille** (this is mandatory and applies to customers from the countries listed under the **Apostille Convention** <https://support.mtgox.com/entries/22138375-Apostille-needed-countries>) and sent by priority mail to the address at the bottom of this page.

If your documents are not in Japanese, English, or do not have Roman alphabet, (罗马字, 로마자, Латинский алфавит, לאטיינישער אלפאבעט, الفبائية لاتينية, λατινικό αλφάβητο) they need to be **translated** and then **notarized** before sending.

#### Requirements for Individuals:

- A valid copy of a government issued photo ID and:
- Proof of residence (less than 6 months old) - this can be a utility or phone bill

BANK STATEMENTS WILL NOT BE ACCEPTED

#### Requirements for Businesses:

1. Certificate of incorporation/registration (If the list of shareholders is not written on this document, please provide an other document with the list of all shareholders)
2. A valid copy of a government issued photo ID of shareholders entitles to 10% or more in voting rights
3. A proof of residence (less than 3 months old) - E.g. An utility or phone bill of shareholders entitles to 10%

5/12/2014

AML Account Statuses : Support Desk

or more in voting rights

4. Company constitution or articles of memorandum (if any)

5. Copy of Trust Deed for the Trust involved as part of shareholders (if any)

6. IRS, EIN or TIN Number

**Please mail your documents to :**

MtGox AML

Cerulean Tower 15F

26-1 Sakuragaoka-cho

150-8512 Shibuya, Tokyo

Japan

<https://support.mtgox.com/entries/21651045-AML-Account-Statu>

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## **EXHIBIT 11**



## Terms of Use

Last updated on January 20, 2012

These Terms and Conditions (the "Terms") set out the conditions under which K.K. MtGox, a company incorporated under the laws of Japan with a registered address at Sarugaokacho 26-1, Shibuya-ku, Tokyo, Japan and its affiliates (hereinafter, "MtGox") offer you use of the MtGox website at <https://mtgox.com/> (the "Site") and access to the Mt. Gox Platform (the "Platform"). Please read these Terms carefully and do not use the Site or the Platform unless you accept them.

The Platform, managed by MtGox, allows buyers ("Buyers") and sellers ("Sellers"), to buy and sell the internet commodity known as "Bitcoin(s)". It also allows all registered users of the Platform ("Members") to transfer funds and Bitcoins to other Members and to use Bitcoins for purchasing specific items.

Depending on their country of residence, Members may not access all the functions of the Site.

By opening an account to use the Platform ("Account") Members represent and warrant:

1. they have accepted these Terms; and
2. they are at least 18 years of age and have the full capacity to accept these Terms and enter into a transaction resulting on the Platform

MtGox reserves the right, at its sole discretion, to change, add or remove portions of these Terms, at any time. You will be notified of such changes a month in advance through your Account and upon such notification it is your responsibility to review the amended Terms. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. You agree that all subsequent transactions by you will be subject to these Terms. As long as you comply with these Terms and any such modifications, MtGox grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited right to enter and use the Site and the Platform.

Your acceptance of these Terms, as amended from time to time, gives MtGox a mandate to bring together Sellers and Buyers to trade on the Platform according to the following clauses as well as perform the functions described hereinbelow.

### DEFINITIONS

**Platform:** means the technical, functional and organisational structure managed by MtGox to allow Sellers and Buyers to conclude a complete purchase and sale transaction of Bitcoins.

**Bitcoins:** means the Peer-to-Peer internet commodity further described at <http://bitcoin.org>.

**Seller(s):** means Member(s) that are submitting an offer to sell Bitcoins on the Platform.

**Buyer(s):** means Member(s) that are submitting an offer to buy Bitcoins on the Platform.

**Member(s):** means Buyers and Sellers as well as any holder of an Account.

**Transaction:** means (i) the agreement between the Buyer and the Seller to exchange Bitcoins on the Platform for currencies at a commonly agreed rate ("Bitcoin Purchase Transaction"), (ii) the conversion of currencies deposited by Members on their account ("Conversion Transaction"), (iii) the transfer of Bitcoins among Members ("Bitcoin Transfer Transaction"), (iv) the transfer of currencies among Members ("Currency Transfer Transaction") and (v) the purchase of products such as USB secure keys ("Purchase Transactions").

**Price:** means "price per coin" for which Members are willing to purchase or sell Bitcoins, using the Platform in a Bitcoin Purchase Transaction. The Price may be expressed in any of the currencies deposited by Members in their account and supported by the Platform. Members may deposit different currencies in their account. Currencies currently available are US dollars, Euros, Japanese yen, Canadian dollars, British pounds, Swiss francs, Russian rouble, Australian dollar, Swedish krona, Danish kroner, Norwegian kroner, Hong-Kong dollars, Polish zlotys, Chinese yuan renminbis, Singapore dollars, Thai bahts and New Zealand dollars.

**Transaction Price:** means the total price paid by the Buyer in respect of each Transaction performed on the Platform.

**Commission:** refers to the fee which is payable to MtGox on each Transaction. For Bitcoin Purchase Transactions, the applicable commission will vary according to the amount and type of the Transaction as well as the Member's last 30-day trading volume. The list of applicable Commissions for Bitcoin Purchase Transaction is available here: <https://mtgox.com/fee-schedule>. For Conversion Transactions, MtGox will charge a fixed commission of 2.5% calculated and applied on the amount of currencies being converted. No Commissions will be charged on Bitcoin Transfer Transactions and Currency Transfer Transactions. For Purchase Transactions, the price payable by Members will be the price of the goods offered for sale by MtGox at the price advertised on the Platform.

### YOUR ACCOUNT

Members are responsible for maintaining the confidentiality of their Account information, including their password, and for all activity including Transactions that occur under their Account. Members agree to notify MtGox immediately of any unauthorized use of their Account or password, or any other breach of security by email addressed to [security@mtgox.com](mailto:security@mtgox.com). Members will be held liable for losses incurred by MtGox or any other user of the Site due to someone else using their password or user account. Members shall not use any Account other than their own or access the Account of another Member at any time. Members may not attempt to gain unauthorized access to the Site, and any attempt to do so or to assist others (Members or otherwise) to do so, or distribution of instructions, software or tools for that purpose, will result in the Accounts of such Members being terminated, and this does not limit the right of MtGox to take any other action against you.

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Members agree to provide MtGox with accurate, current and complete information about themselves as prompted by the registration process, and keep such information updated. In addition, Members may update any of their Account information, or designate a different payment option to be debited, by clicking on the account button and selecting the appropriate link.

Members may only have one Account at any one time and may not create or use any Account other than their own. For a Member to be exempt from any of these rules, he/she must request express and prior permission from the Platform. The creation or use of Accounts without obtaining such prior express permission from the Platform will lead to the immediate suspension of all said Accounts, as well as all pending purchase/sale offers.

MtGox will request identification information (such as an identity card, invoices, Government issued photographic identification, utility bill, residential certificate, signed certification of cohabitation, or similar, banking information) depending on the amounts deposited on the Accounts or the presence of suspicious activity which may indicate money-laundering or other illegal activity. Identification of the bank account from which funds are transferred to the Account may also be requested. In certain cases notarization of certain documents (including apostille) may be requested. Transactions may be frozen until the identity check has been considered satisfactory by MtGox as required by applicable money laundering laws. MtGox may request additional identification information at any time at the request of any competent authority or by application of any applicable law or regulation.

Accounts may be used strictly for the purposes defined in these Terms.

#### **PLATFORM TRANSACTION PROCESS FOR BITCOIN PURCHASE TRANSACTIONS**

The Platform allows Buyers to submit offers to purchase Bitcoins and Sellers to submit offers to sell Bitcoins. The Price for which Members offer to purchase or sell Bitcoins is at their discretion.

Members recognise that their offers should only be submitted after careful consideration and once submitted Members are prepared to enter into a Bitcoin Purchase Transaction with another Member. Therefore, offers made by Sellers and Buyers on the Platform represent their unconditional acceptance to be bound by an agreement as soon as the Price set in their offer matches with the Price set in an offer submitted by a Buyer or Seller, respectively. Sellers and Buyers agree that as soon as their respective offers are matched, such offers are binding and may not be withdrawn. The Bitcoin Purchase Transactions will be completed instantaneously upon the matching of the Buyer's and Seller's offers, without prior notice to the Seller and Buyer, and will be considered to have taken place at that date and time.

Whether acting as Buyer or Seller in a Bitcoin Purchase Transaction, Members recognise that the matching of their offers for the sale and purchase of Bitcoins is a service provided by MtGox via the Platform and as such once Buyers' and Sellers' offers have been matched any right they may have to cancel any Bitcoin Purchase Transaction under the Distance Selling Directive 97/7/EC will be lost once this service has been performed.

Sellers acknowledge and agree that the payment of the Price in relation to the Bitcoin Purchase Transaction in the name and on behalf of the Buyer, may be delayed due to bank verifications, for a period of up to 1 month. Similarly and due to the inherent nature of the Bitcoin network, Buyers acknowledge and agree that withdrawing, depositing or otherwise receiving Bitcoins into their account may take between one (1) hour and twenty-four (24) hours, barring unforeseen or unavoidable network issues.

Upon matching of the offers of Buyer and Seller, MtGox has the sole authority to permit the transfer of the amount corresponding to the Transaction Price minus the Commission from the Buyer's Account to the Seller.

#### **PLATFORM TRANSACTION PROCESS FOR CONVERSION TRANSACTIONS**

The Platform allows Members to convert the currencies deposited into their account into any other currency. This will be performed either by the Platform, or by the transferring bank.

The conversion rate applicable to the Conversion Transaction shall be in general the conversion rate published on the website of the European Central Bank on the date where the Conversion Transaction shall be initiated by the Member.

Members recognize that although their account shall be immediately and automatically updated to reflect the Conversion Transaction, the actual conversion may take time depending on the availability of banking services and bank verifications. Accordingly, withdrawal of currencies from a Member's account may not be possible until the Conversion Transaction has actually been completed.

A fixed Commission of 2.5% shall apply to all Conversion Transactions which are performed by the Platform, and shall be deducted directly from the amount converted. The Commission shall be calculated on the amount of currency converted.

In cases where Conversion Transactions are performed by a bank as part of a deposit, a variable Commission of up to 2.5% shall apply. This rate is specific to the bank performing the transaction.

#### **PLATFORM TRANSACTION PROCESS FOR BITCOIN TRANSFER TRANSACTIONS**

Members may at any time transfer any amount of Bitcoins to any other Members as well as any other Bitcoin users even if they are not Members (the "Transferee").

Bitcoin Transfer Transactions may be initiated at any time from the following page: <https://mtgox.com/index.html>. Transferees shall be identified by their bitcoin address.

Members shall be solely responsible for ensuring that any transfer of Bitcoins to a Transferee shall be a valid and legal transaction not infringing any laws including money-laundering laws and regulations.

MtGox's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Bitcoins transferred. When conducting Bitcoin Transfer Transactions with a Bitcoin user who is not a Member, MtGox's responsibility shall be further limited to ensuring the transfer of the necessary technical data to the Bitcoin peer-to-peer network.

No Commission of any kind will be charged by MtGox for Bitcoin Transfer Transactions.

#### **PLATFORM TRANSACTION PROCESS FOR PURCHASE TRANSACTIONS**

Members may purchase a USB secure key "YubiKey" at the conditions and price set forth at <https://yubikey.mtgox.com/>. The USB secure key allows a Member to manage his/her MtGox account more securely. A manufacturer's warranty is provided with the USB secure key. Please refer to the details of the manufacturer's warranty at <http://www.yubico.com/yubikey>. MtGox shall not replace any key lost by a Member.

Members may also purchase Bitcoin gift codes at the conditions and price set forth at <https://mtgox.com/trade/funding-options>. Gift codes are redeemable by any Member and may be delivered by emailing the gift code to the receiving Member. MtGox shall not be responsible should the gift codes not be redeemed. Gift codes are valid until redeemed. Gift codes are refundable at any time.

#### **MT. GOX'S OBLIGATIONS**

Except in the case of Purchase Transactions, Members acknowledge and agree that, when completing Transactions, they are trading with



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other Members, and Members accept that MtGox acts only as an intermediary in such Transactions and not as a counterparty to any trade. It is thus the Members' and should the case arise, the Sellers' and the Buyers' responsibility to comply with any and all laws and regulations relating to the Transactions.

MtGox represents and warrants that:

1. it will use all reasonable care and skill in facilitating the matching of offers of the Members on the Site via the Platform to conclude Transactions.
2. all purchase and sale offers, as well as Bitcoin Purchase Transactions, made on the Platform, will be managed in an anonymous manner so that Buyers and Sellers will not know each other.
3. the Transaction Price is calculated on the basis of actual matched offers made by Buyers and Sellers participating in the bidding process on the Platform combined with the applicable Commission.
4. once offers to buy or sell Bitcoins are matched, such offers may not be withdrawn.
5. Transfer of Bitcoins in a Transfer Transaction may not be withdrawn.
6. it will hold all monetary sums and all Bitcoins deposited by each Member in its Account, in that Member's name as registered in their Account details, and on such Member's behalf.
7. it shall comply with any and all laws and regulations relating to offering the Platform.

If a Member contravenes these Terms, MtGox reserves the right to suspend his/her Account and block all monetary sums or Bitcoins contained therein.

The Platform is not intended to provide any legal, tax, insurance or investment advice. Tools available on the Site such as the "Trade Data" webpage accessible at <https://mtgox.com/trade/history> only provide Members with general information related to Transactions formerly performed on the Platform and should not be construed as investment education or advice provided by MtGox. Members are solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness.

#### MEMBERS' OBLIGATIONS

Members represent and warrant that they will only use the Platform to perform Transactions in accordance with the conditions set forth in these Terms and that they are duly authorized and have the capacity to enter into the Transactions on the Platform.

Seller warrants that the Bitcoins offered to sell or to transfer correspond to actual Bitcoins.

Buyer warrants that the currencies deposited to buy the Bitcoins are actual currencies corresponding to actual assets in its bank account and coming from legal sources.

Members agree that they will not use the Platform to perform any type of illegal activity of any sort, including, but not limited to, money laundering, terrorism financing, or negatively affect the performances of the Platform.

Members agree that, whenever a Transaction is made, the Platform sends and receives the monetary sums and/or Bitcoins from the Buyer and the Seller's Accounts in their name and on their behalf, through the IT system in place on the Platform at the time of the Transaction.

#### INTELLECTUAL PROPERTY AND LINKING

All intellectual property rights vested in texts, images, or any other content found on or related to the Platform are owned by MtGox. Accordingly, Members may not copy, distribute, reproduce, republish, upload, transmit, modify, post, frame-in or otherwise use in any way any such content without the prior express authorization of MtGox.

MtGox property or that of our suppliers or licensors and is protected by patent, trademark and/or copyright under Japanese, English and/or foreign laws and may not be used without MtGox express written consent.

Unless MtGox gives it express prior consent, other websites may only link to the Platform by using the following address: <https://mtgox.com/>, to the exclusion of any deep link.

#### LIABILITY

Members represent and warrant that they are the legitimate owners and are allowed to use all monetary sums and Bitcoins deposited on their Account and that the Transactions being carried out do not infringe the rights of any third party or applicable laws. Members who are not consumers ("Business Members") will indemnify MtGox for any and all damages suffered and all liability actions brought against MtGox for infringement of third party rights or violation of applicable laws.

To the extent permitted by law, MtGox will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered is caused by a breach of these Terms by MtGox.

MtGox cannot be held liable for any malfunction, breakdown, delay or interruption to the internet connection, or if for any reason our site is unavailable at any time or for any period. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

In the case of fraud, MtGox will report all necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Members recognize that their account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

To the extent that a Member operates and uses the Site and the Platform other than in the course of its business ("Consumer"), nothing in these Terms shall affect the statutory rights of such Members.

Nothing in these terms excludes or limits the liability of either party for fraud, death or personal injury caused by its negligence, breach of terms implied by operation of law, or any other liability which may not by law be limited or excluded.

Subject to the foregoing, MtGox's aggregate liability in respect of claims based on events arising out of or in connection with a Member's use of the Site and/or Platform, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held on Account for the Member making a claim less any amount of Commission that may be due and payable in respect of such Account; or (b) 125% of the amount of the Transaction(s) that are the subject of the claim less any amount of Commission that may be due and payable in respect of such Transaction(s).

#### TERMINATION

These Terms may be terminated without reason by either party providing the other with reasonable prior notice, receipt of which shall be promptly acknowledged in writing by the other party. Such termination will be effective when the terminating party receives the acknowledgment in writing of its notice to terminate from the other party. Such termination shall not affect the obligations or rights of either

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party under these Terms which had accrued prior to the notice of termination, nor the Transactions and its related obligations and rights concluded before such termination was effective.

MtGox may by notice to Members discontinue or modify the Platform and/or revise or terminate these Terms at any time. Members are deemed to have accepted these revisions or termination to the extent that they continue using the Platform. Upon such notice, Members may request a refund of any fund balances in their Accounts by writing to MtGox at support@mtgox.com within 60 days of receiving notice from MtGox of the discontinuation or material modification of the Platform. Alternatively, MtGox will before discontinuing the Platform send to all Members such fund balances by transferring such amounts into the bank account of affected Members using the most recent bank details provided by such Members.

Should they wish to terminate their agreement with MtGox, Members may close his/her Account at any time.

Members also agree that MtGox may, in its sole discretion by giving notice, terminate Members' access to the Site and their Account, including without limitation: limit, suspend or terminate the service and Members' Accounts, prohibit access to the Site and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Members off the Site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of these Terms. Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate Accounts of Members for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or another Member's account or providing assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) usage of the Platform to perform illegal activities such as money laundering, terrorism financing or other criminal activities, (4) violations of these Terms, (5) failure to pay or fraudulent payment for Transactions, (6) unexpected operational difficulties, or (7) requests by law enforcement or other government agencies.

We also reserve the right to cancel unconfirmed Accounts or Accounts that have been inactive for a period of 6 months or more, or to modify or discontinue our Site or Platform. Members agree that MtGox will not be liable to them or to any third party for termination of their Account or access to the Site.

Members acknowledge and agree that their Account may be suspended until they provide MtGox with documents evidencing their identity and/or any other information that MtGox deems necessary to secure the Accounts, the Transactions and/or the Platform.

The suspension of an Account has consequences for the future and shall not affect the payment of the commissions due for past Transactions. Therefore, despite the Account having been suspended for whatever reason under these Terms, the Member must still pay the Commission(s) which were due before the date of suspension.

Upon termination, Members shall communicate a valid bank account to allow for the transfer of the currencies held on their account. Said bank account shall be held by the Member and shall be located in the same country from which funds initially originated (and in the case where funds originated from several countries, transfers shall be possible only to a valid bank account from which significant funds originated). Bitcoins may be transferred to a valid bank account only after conversion into a currency. MtGox shall exercise reasonable efforts in transferring the currencies as soon as possible following the Member's request provided, however, that any transaction fees levied by any bank intervening between the paying bank and the receiving bank (including the paying bank and the receiving bank) shall be deducted from the currencies transferred.

In the case where Members do not wish to make use of the functionalities of the Platform after having transferred currencies on their account, they may request that said currencies be returned to them. In this case, the same procedure as stipulated under the preceding paragraph shall apply.

#### DATA PRIVACY

When you open an Account to use the Platform or otherwise use this Site we may ask you to provide us with personal information about yourself. Personal information that you provide to MtGox through this Site shall be subject to our privacy policy. You can read our current privacy policy by clicking here.

#### MISCELLANEOUS

In case of a force majeure event as defined by applicable law, the liabilities of the affected party to these Terms will be suspended pending resolution of such event.

If a competent judicial authority deems any provision of the Terms unenforceable, that provision will be enforced to the maximum extent permissible, and all remaining provisions will remain in full force and effect.

#### CONTACT US

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of the Site and the Platform, your Account, or any other matter, please do not hesitate to contact MtGox at support@mtgox.com.

#### QUICK LINKS

TRADE  
TRADE API  
FEE SCHEDULE  
FAQ  
TERMS OF USE  
UNLINK YUBIKEY/OTP

MOBILE WEBSITE  
SUPPORT  
GET VERIFIED  
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REPORT SECURITY ISSUE

#### OUR COMPANY

ABOUT US CONTACT US

#### APPS AND SOCIAL



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## **EXHIBIT 12**

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Last:\$394,98999 High:\$447,96000 Low:\$310,00000 Vol:50079 BTC W.Avg:\$361.62579

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[https://www.mtgox.com/privacy\\_policy](https://www.mtgox.com/privacy_policy) Go

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## Privacy Policy

### General

MtGox K.K. and its affiliates (hereinafter, "MtGox", "we", "us" or "our") are committed to protecting and respecting your privacy.

This Privacy Policy (together with our Terms and Conditions of Use) governs our collection, processing and use of your Personal Information. We define "Personal Information" as information which identifies you personally, e.g. your name, address, e-mail address, trades etc.

The purpose of this Privacy Policy is to inform you of:

1. the kinds of Personal Information which we may collect about you and how it may be used;
2. our use of information regarding IP Addresses and our use of cookies;
3. any disclosure of Personal Information to third parties;
4. the transfer of Personal Information outside of Japan;
5. your ability to correct, update and delete your Personal Information; and
6. the security measures we have in place to prevent the loss, misuse, or alteration of Personal Information under our control.

### Gathering and Use of Personal Information

We may collect your Personal Information if you use the Site, open an Account to use the Platform or perform any Transactions on the Platform. The types of Personal Information which we collect may include:

1. your name;
2. your photographic identification;
3. your address;
4. your phone number;
5. your e-mail address;
6. your banking details including account numbers;
7. your date of birth; and
8. your trades.

We may use your Personal Information for the following purposes:

1. to allow you to open and operate an Account on the Platform;
2. to enable you to complete Transactions on the Platform;
3. if you contact us, to reply to your queries;
4. to analyse use of our Site;
5. as required for regulatory purposes;
6. to provide you with information about products and promotions that may be of interest to you, from ourselves and third parties, although only if you have specifically agreed to receive such information;
7. for market research e.g. surveying our Members' needs and opinions on issues, such as our performance etc.

We will process your Personal Information only for the purpose(s) for which it has been provided to us.

### IP Addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

### Cookies

We use a browser feature known as a "cookie", which assigns a unique identification to your computer. Cookies are typically stored on your computer's hard drive. Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyse trends, and administer the Platform. The information collected from cookies allows us to determine such things as which parts of our Site are most visited and difficulties our visitors may experience in accessing our Site. With this knowledge, we can improve the quality of your experience on the Platform by recognising and delivering more of the most desired features and information, as well as by resolving access difficulties. We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in emails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalised experience when using our Site.

We use third party service provider(s), to assist us in better understanding the use of our Site. Our service provider(s) will place cookies on the hard drive of your computer and will receive information that we select that will educate us on such things as how visitors navigate around our site, what products are browsed, and general Transaction information. Our service provider(s) analyses this information and provides us with aggregate reports. The information and analysis provided by our service provider(s) will be used to assist us in better understanding our visitors' interests in our Site and how to better serve those interests. The information collected by our service provider(s) may be linked to and combined with information that we collect about you while you are using the Platform. Our service provider(s) is/are

contractually restricted from using information they receive from our Site other than to assist us.

By using our Site you are agreeing that we may use cookies for the purposes set out above.

#### **Disclosure of Personal Information**

We use the Personal Information for the purposes indicated at the time you provide us with such information, and/or otherwise for the purposes set out in this Privacy Policy and/or as otherwise permitted by law. We may make available the Personal Information that you provide to us to our affiliates, agents, representatives, trusted service providers and contractors for these limited purposes. We may also share Members' Personal Information with financial institutions, insurance companies or other companies in the case of a merger, divestiture, or other corporate re-organisation. We may also share Members' Personal Information with law enforcement or regulatory agencies, as may be required by law. Any third party which receives or has access to Personal Information shall be required by us to protect such Personal Information and to use it only to carry out the services they are performing for you or for MtGox, unless otherwise required or permitted by law. We will ensure that any such third party is aware of our obligations under this Privacy Policy and we will enter into contracts with such third parties by which they are bound by terms no less protective of any Personal Information disclosed to them than the obligations we undertake to you under this Privacy Policy or which are imposed on us under applicable data protection laws.

#### **Transfer of Personal Information Outside of Japan**

MtGox will transfer Members' Personal Information to MtGox K.K. as well as the third party service providers entrusted by MtGox with the hosting of the Platform and other technical operations relating to the operation of the Platform. These parties may be located anywhere in the world. By accepting this Privacy Policy, you consent to such transfer of your Personal Information out of Japan. Unfortunately, the transmission of information via the internet is not completely secure and whilst we will do our best to protect your Personal Information, we cannot guarantee the security of your data transmitted to our site when it is outside of our control. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **Correction/Updating/Deletion of Personal Information**

You have the right to access your Personal Information and to require the correction, updating and blocking of inaccurate and/or incorrect data by sending an email to us at: support@mtgox.com.

You may also request the deletion or destruction of both the Account and Personal Information by sending an email to us at: support@mtgox.com. MtGox will action your request only where this is not inconsistent with its legal and regulatory obligations.

Upon your written request, we will inform you of the Personal Information relating to you that we hold and the use and general disclosure of your Personal Information. We will also give you a copy of the Personal Information we have retained. There may be a minimal charge for accessing your Personal Information.

#### **Security**

We have implemented security measures to ensure the confidentiality of your Personal Information and to protect your Personal Information from loss, misuse, alteration or destruction. Only authorised personnel of MtGox have access to your Personal Information, and these personnel are required to treat the information as confidential. The security measures in place will, from time to time, be reviewed in line with legal and technical developments.

#### **Retention of Personal Information**

We will hold your Personal Information only for as long as it is necessary for us to do so, having regard to the purposes described in this Privacy Policy and our own legal and regulatory requirements. In accordance with our record keeping obligations we will retain Accounts and Personal Information for, at least a period of five years after they are closed by Members.

#### **Links**

There may be links from our Site to other sites and resources provided by third parties. This Privacy Policy applies only to our Site. Accessing those third party sites or sources requires you to leave our Site. We do not control those third party sites or any of the content contained therein and you agree that we are in no way responsible or liable for any of those third party sites, including, without limitation, their content, policies, failures, promotions, products, services or actions and/or any damages, losses, failures or problems caused by, related to or arising from those sites. We encourage you to review all policies, rules, terms and regulations, including the privacy policies, of each site that you visit.

#### **Marketing**

You have the right to ask us not to process your Personal Information for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Information. You can exercise the right at any time by contacting us at support@mtgox.com.

#### **Changes**

Our Site policies, content, information, promotions, disclosures, disclaimers and features may be revised, modified, updated, and/or supplemented at any time and without prior notice at the sole and absolute discretion of MtGox. If we change this Privacy Policy, will take steps to notify all users by a notice on our Site and will post the amended Privacy Policy on the Site.

#### **Contact Us**

If you have any questions, comments, or concerns regarding our Privacy Policy and/or practices as it or they relate to the Platform, please contact us at the following e-mail address, address and telephone number:

E-Mail support@mtgox.com

#### **Address**

MtGox K.K.

Round Cross Shibuya 5F  
11-6 Shibuya 2-Chome, Shibuya-ku  
Tokyo, Japan  
150-0002

FAO: Mark Karpeles

Telephone Number +81 3 4520 6200

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Last updated: [February 2012]

#### QUICK LINKS

TRADE  
TRADE API  
FEE SCHEDULE  
FAQ  
TERMS OF USE  
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## **EXHIBIT 13**

INTERNET ARCHIVE
rice:\$154.99999 High:\$166.43438 Low:\$140.96635 Volume:220160 BTC Weighted Avg:\$152.71107

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## About Us



### Overview

Mt.Gox K.K. hosts and operates the leading Bitcoin trading platform, facilitating the exchange of Bitcoins between individuals and businesses internationally.

As one of the oldest and most established Bitcoin businesses in operation today, Mt.Gox K.K., has developed a reputation based on reliability and stability, allowing users to trade with confidence.

You can reference our official registration at the Tokyo Chamber of Commerce here.

### Services

Mt.Gox K.K. offers a unique service, facilitating the exchange of Bitcoins between users globally in the currency of their choice. Multiple currency markets allow users to purchase and resell their Bitcoins in up to 16 different currencies, along with the ability to securely store Bitcoins in a virtual "vault" for safe keeping.

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## **EXHIBIT 14**

平成26年3月26日

各位

東京都渋谷区渋谷2丁目11番5号  
株式会社MTGOX  
代表取締役 カルプレス・マルク・マリ・ロバート

ビットコインの消失に係る捜査機関への相談に関するお知らせ

当社は、当社の民事再生手続開始申立ての原因の1つとなったビットコインの消失問題につき、同申立て後、警視庁に相談し、必要と思われる電磁的記録その他の関係資料を提出しておりますのでお知らせいたします。

今後も、関係各機関に対し全面的に協力する予定です。

なお、当社としては、引き続き、早期に事案を解明し、被害回復が図られるよう努めていく所存であります。

[translation]

March 26, 2014

To anyone concerned

Mark Karpeles  
Representative Director  
MtGox Co., Ltd.  
11-5 Shibuya 2-chome, Shibuya-ku, Tokyo

Announcement with regard to consultations with investigating authorities on the disappearance of  
bitcoins

Following its application for commencement of civil rehabilitation, MtGox Co., Ltd. consulted with the metropolitan police department with regard to the disappearance of bitcoins which is one of the causes for said application. MtGox Co., Ltd. hereby announces that it has submitted necessary electronic records and other related documents.

MtGox Co., Ltd. intends to fully cooperate with each competent authority.

Further, MtGox Co., Ltd. continues to make efforts to clarify facts as quickly as possible and to recover from damages.

## **EXHIBIT 15**

平成 26 年 3 月 28 日

各 位

東京都渋谷区渋谷 2 丁目 11 番 5 号  
株式会社 MTGOX  
代表取締役 カルプレス・マルク・マリ・ロベート

調査結果報告書の提出期限延長のお知らせ

当社申立てにかかる民事再生手続開始申立事件については、平成 26 年 2 月 28 日、東京地方裁判所から、調査命令が発せられ小林信明弁護士が調査委員に選任されていますが、本日、同裁判所から、調査委員が裁判所に対して調査結果の報告書を提出する期限を、平成 26 年 5 月 9 日に延長するとの決定が発せられましたのでお知らせいたします。

[translation]

March 28, 2014

To anyone concerned

Mark Karpeles  
Representative Director  
MtGox Co., Ltd.  
11-5, Shibuya 2-chome, Shibuya-ku, Tokyo

ANNOUNCEMENT REGARDING THE EXTENSION OF THE DEADLINE FOR  
SUBMISSION OF THE EXAMINATION RESULTS REPORT

In relation with the application for commencement of a civil rehabilitation proceeding made by MtGox Co., Ltd., the Tokyo District Court issued on February 28, 2014 an examination order and appointed attorney-at-law Nobuaki Kobayashi as examiner.

We hereby announce that the Tokyo District Court issued today an order extending to May 9, 2014 the deadline for the examiner to submit the results of its examination.

## **EXHIBIT 16**

平成26年4月16日

各位

東京都渋谷区渋谷2丁目11番5号

株式会社MTG O X

代表取締役 カルプレス・マルク・マリ・ロベート

民事再生手続開始申立ての棄却、保全管理命令のお知らせ

当社は、平成26年2月28日に東京地方裁判所に民事再生手続開始の申立てを行い（同庁平成26年（再）第12号（以下「本件民事再生手続」といいます。）、これまで約1か月半の間、同申立ての原因となったビットコインの消失や預金残高の不足等の過去の事実関係の調査を進めて参りましたが、かかる調査には未だ時間を要する見込みであり、現時点では事業再開の見込も立っておりません。また、当社は、スポンサー候補との交渉を続けていますが、未だ具体的な選定作業に入っておりません。

このような状況に鑑みれば再生計画案の立案及びその可決又は認可は困難であると思料されることから、手続の進行について裁判所及び監督委員と協議した結果、本日、東京地方裁判所から、再生手続開始の申立てを棄却する旨の決定がなされ、併せて、当社の資産に関する保全管理命令が発せられて小林信明弁護士（本件民事再生手続の監督委員兼調査委員）が保全管理人に選任されましたのでお知らせいたします。保全管理命令については保全管理人作成にかかる「保全管理命令等のお知らせ」を当社のウェブサイト

（<https://www.mtgox.com/>）に掲載しておりますので、ご確認いただければ幸いです。

民事再生手続開始申立ての棄却により、債権者の皆様には大変なご迷惑、ご心配をおかけしますことお詫び申し上げます。

当社といたしましては、保全管理人において当社の事業をスポンサーへ承継していただくことで債権者の皆様への配当が最大化されるように、現在当社で交渉中のスポンサー候補者との交渉の保全管理人への引き継ぎを含め、保全管理人に対して最大限の協力を行う所存です。

以上

[summary translation]

April 16, 2014

To anyone concerned

Mark Marie Robert Karpeles

Representative Director

MtGox Co., Ltd.

11-5, Shibuya 2-chome, Shibuya-ku, Tokyo

Information regarding the dismissal of the application for commencement of a civil rehabilitation procedure and the order for provisional administration

MtGox Co., Ltd. applied on February 28, 2014 for commencement of a civil rehabilitation procedure at the Tokyo District Court (Tokyo District Court 2014 (rehabilitation) no. 12, the "Civil Rehabilitation Procedure"). During the following 1 month and a half, an investigation has proceeded with regard to the past factual elements related to the disappearance of bitcoins and missing funds which were the cause of said application, but it is expected that said investigation will still require some time and at this time, there are no prospects for the restart of the business. Further, MtGox Co., Ltd. is continuing the negotiations with sponsor candidates but the concrete selection process has not yet started.

Taking into account this situation and the fact that the drafting of a rehabilitation plan and its adoption or approval appear difficult, after consultation with the Court and the Supervisor on the continuation of the procedure, the Tokyo District Court decided today to dismiss the application for commencement of a civil rehabilitation and at the same time, an order for Provisional Administration was issued and Attorney-at-law Nobuaki Kobayashi (Supervisor and Examiner under the Civil Rehabilitation Procedure) was appointed Provisional Administrator. With regard to the provisional administration order, please refer to the "Announcement of the Order for Provisional Administration, etc." prepared by the Provisional Administrator and published on MtGox Co., Ltd.'s website (<https://www.mtgox.com>).

The dismissal of the application for commencement of a civil rehabilitation procedure will create great inconvenience and concerns to our creditors for which we apologize.



MtGox Co., Ltd. intends to fully cooperate with the Provisional Administrator including by handing over to the Provisional Administrator current negotiations with sponsor candidates to maximize the distribution to all creditors following a transfer of the business to a sponsor.

## **EXHIBIT 17**

April 16, 2014

To whom it may concern,

MtGox Co., Ltd.  
Provisional Administrator  
Attorney-at-law Nobuaki Kobayashi

**Announcement of the Order for Provisional Administration, etc.**

On February 28, 2014, MtGox Co., Ltd. (the “Company”) filed an application for commencement of civil rehabilitation proceedings (*minji saisei*) at the Tokyo District Court, and the Court issued an order under which the Company is prohibited from making certain payments, establishing security over its assets, and disposing of its assets, etc., (an “Order for Prohibition of Payments and Asset Dispositions, etc.”); an order for comprehensive prohibition; and a supervisory order and examination order by which I was appointed the supervisor and the examiner.

Today, in circumstances in which it would be difficult for the Company to carry out the civil rehabilitation proceedings, the Tokyo District Court recognized that it would be difficult for the Company to carry out the civil rehabilitation proceedings and dismissed the application for the commencement of the civil rehabilitation proceedings, and at the same time, issued an order for provisional administration by which I was appointed the provisional administrator. In addition, an Order for Prohibition of Payments and Asset Dispositions and an order for comprehensive prohibition, the details of which are the same as the ones issued on February 28, 2014, have also been issued.

Pursuant to these orders, I, as the provisional administrator, will administer the assets of the Company under the supervision of the Tokyo District Court. I will strive to fairly and equitably administer the Company’s assets, both domestically and internationally, by attempting to utilize certain foreign procedures, including a Chapter 15 filing in the United States of America.

The future outlook is that, although it is subject to the decision by the Tokyo District Court, it is expected that the commencement of bankruptcy proceedings will be ordered.

As it is expected that there will likely be inquiries from interested parties, an appendix has been prepared, in which answers to frequently asked questions are provided.

In addition, the call center, which was formerly set up by the Company, can be contacted at the

telephone number below. However, please note that, at this stage, responses will not be given beyond the scope of the details described in the appendix.

Telephone Number: +81-3-4588-3922

Working Hours: Monday to Friday 10 a.m. to 5 p.m. (Japan time)

\*All inquiries should be made through the telephone number above, and please refrain from making inquiries to the office of the provisional administrator, whether directly or by email.

Interested parties will be informed of any relevant information, where necessary, through the appropriate channels, including the Company's website (<https://www.mtgox.com/>).

While I appreciate that you may be inconvenienced by these proceedings, in view of the special circumstances of this matter and the fluid situation, we ask for your kind understanding and cooperation.

END

April 16, 2014

To whom it may concern,

MtGox Co., Ltd.  
Provisional Administrator  
Attorney-at-law Nobuaki Kobayashi

### **Answers to Frequent Asked Questions**

We hereby inform you, to the extent possible at this stage, of the status and future outlook regarding MtGox Co., Ltd. (the “Company”) as follows.

We ask you to understand that many of the matters outlined below are matters to be formally decided by the relevant persons (including the court or the bankruptcy trustee, if the bankruptcy proceedings commence) other than us, and what we describe below are merely the current expectations.

You will be informed of any further updates through the Company’s website (<https://www.mtgox.com/>; the same shall apply hereinafter).

#### **Current Status**

Q. Why was the application for the commencement of the civil rehabilitation proceedings dismissed?

A. In circumstances in which it is difficult for the Company to carry out the civil rehabilitation proceedings, the Tokyo District Court (the “Court”) recognized that it would be difficult for the Company to carry out the civil rehabilitation proceedings and decided to dismiss the application for the commencement of the civil rehabilitation proceedings.

Q. What is expected to happen under the future procedures?

A. We are not in a position to answer this question, as this is a matter for the court to decide. However, it is expected that the court will order the commencement of the bankruptcy proceedings at the appropriate time.

Q. What is an order for provisional administration?

A. It is an order issued by the court under which the provisional administrator, who is appointed by the court, provisionally administers the Company’s assets until the order for the commencement of bankruptcy proceedings is made. Mr. Kobayashi, who served as the supervisor and examiner under

the civil rehabilitation proceedings, has been appointed as the provisional administrator.

Q. What is an order for the prohibition of making certain payments, establishing security over assets and disposing of assets?

A. It is an order issued by the court that prohibits or restricts, until the order for the commencement of bankruptcy proceedings is made, (i) the making of a payment or the establishing of any securities for debts that arise based on a ground that occurred prior to February 27, 2014, without prior approval from the court, and (ii) the disposing of certain assets.

Q. What is an order for comprehensive prohibition?

A. It is an order issued by the court that prohibits compulsory execution, etc. and the commencement of the procedure for the collection of national tax in arrears against the Company's assets until the order for the commencement of bankruptcy proceedings is made.

Q. If the bankruptcy proceedings commence, what kinds of procedures will there be and how long will the proceedings last?

A. The bankruptcy trustee will be appointed by the court, and he/she will carry out the bankruptcy proceedings, including the administration of the assets and investigation of claims. It is not certain how long the proceedings will last.

Q. Will a creditors' meeting be held?

A. At this stage, this has not been decided. If the bankruptcy proceedings commence, the court will decide on a creditors' meeting.

Q. What will happen to the representative director of the Company?

A. The representative director of the Company has lost his authority to administer the Company's assets pursuant to the order for provisional administration. The provisional administrator will request the representative director's cooperation where necessary, and he is willing to readily respond to such request.

#### **Filing Proofs of Claims and Investigation of Claims**

Q. By when and how should I file proof of my claim?

A. If the bankruptcy proceedings commence, the period for filing proofs of claims will be designated by the court. Thus, it is not necessary for the creditors to make such filings at this stage. When the period for filing proofs of claims, the date of investigation, etc. are designated, it is expected that the bankruptcy trustee will announce the details for filing proofs of claims, etc. at a

certain time. To be clear, even if the bankruptcy proceedings commence, the period for the filing of proofs of claims or the date of the investigation may not be designated, and even if so designated, the time may not be the same as the commencement of the bankruptcy proceedings.

**Status of Administration of the Assets**

Q. I would like to know the number of bitcoins that I have deposited with the Company.

A. For the time being, we will continue to offer the service under which you can confirm your balance, which the Company previously offered through its website. However, please note that the balance that you can confirm on such website is shown for the sake of users' convenience, and such confirmation is neither a substitute for the filing of a claim nor does it mean that the bankruptcy trustee will approve the existence and amount of such claim in the future. Thus, it cannot always be assured that the balance that you can confirm will be approved as the bankruptcy claim in its full amount, if the bankruptcy proceedings commence. If such proceedings commence, the bankruptcy claim will be fixed through the subsequent procedures, including the filing of proofs of claims and the investigation procedure. As noted above, details regarding the filing of proofs of claims will be provided by the bankruptcy trustee at the appropriate time, if the period for the filing of proofs of claims or the date of the investigation is designated. To be clear, even if the bankruptcy proceedings commence, the period for the filing of proofs of claims or the date of the investigation may not be designated, and even if so designated, the time may not be the same as the commencement of the bankruptcy proceedings.

Q. Please return the bitcoins and cash that I deposited with the Company.

A. Since the Court issued an order under which the Company is prohibited from making certain payments, establishing security over its assets, and disposing of its assets, etc., refunding the bitcoins or cash is legally prohibited. In addition, if the bankruptcy proceedings commence, such prohibition will continue pursuant to the Bankruptcy Law in Japan. With regard to the distribution under the bankruptcy proceedings, please see below.

Q. How many bitcoins or how much cash does the Company have on deposit?

A. The properties of the Company will be administrated by the provisional administrator, and it is expected that the actual amount and value of bitcoins will be investigated by the provisional administrator or, if the bankruptcy proceedings commence, the bankruptcy trustee (it is expected that certain experts may be involved).

Q. Will the provisional administrator investigate the bitcoins and cash that are said to be lost?

A. When the bankruptcy proceedings commence, it is expected that the bankruptcy trustee will

investigate such matters to the extent possible through its asset administration. The provisional administrator also plans to conduct some investigation to the extent possible at this stage with the help of certain experts. The Company has consulted with the investigative authority, and the provisional administrator will also proactively cooperate with it when such cooperation is requested.

Q. What will be happen to the business of the bitcoin exchange operated by the Company?

A. It has not been decided yet, but after the bankruptcy proceedings commence, it will be unlikely that the Company can restart the exchange. The treatment of the exchange business is expected to be decided taking into consideration the various matters including whether there is any proper buyer candidate who can assume the business and how to transfer the business to such buyer.

#### **Distribution**

Q. If the bankruptcy proceedings commence, will there be any distribution to the creditors? How will such distribution be conducted?

A. It is not possible to respond to these questions at this stage. If the bankruptcy proceedings commence, the bankruptcy trustee will decide these matters upon consultation with the Court.

#### **Others**

Q. Will the liability of the representative director of the Company not be pursued?

A. It is expected that, if the bankruptcy proceedings commence, an investigation regarding the liability of the representative director of the Company will be conducted as part of the bankruptcy proceedings.

Q. Is it not likely that the business of the Company will be assumed by a buyer?

A. The treatment of the exchange is expected to be decided taking into consideration various matters, including whether there is any proper buyer candidate who can assume the business and how to transfer the business to such buyer.

Q. How will the affiliate companies of the Company be treated?

A. At this stage, we are not aware that such companies have filed for the commencement of civil rehabilitation proceedings or bankruptcy proceedings.

It is expected that the relationship with the affiliate companies will be properly administrated by the bankruptcy trustee and that the affiliate companies are willing to proactively cooperate with the trustee.

Q. I would like to speak to the provisional administrator directly.



A. Given that the number of interested parties (including the users) is extremely large, please refrain from directly contacting the provisional administrator, and please contact the call center if you have any queries. However, please kindly understand that, at this stage, responses will not be given beyond the scope of the details described in this appendix.

Q. Am I acknowledged as a creditor or a user that has deposited bitcoins with the Company?

A. Please note that, even if you confirm your balance on the Company's website, it does not always mean that the Company acknowledges you as a creditor or a user. Thus, it cannot always be assured that the balance that you can confirm will be approved as the bankruptcy claim in its full amount, if the bankruptcy proceedings commence. It is expected that the identification of creditors or users who deposited bitcoins with the Company will be conducted where necessary in a certain manner in the future procedures.

Q. What will happen to the Chapter 15 proceedings or the lawsuits in the United States of America?

A. The provisional administrator has to treat both the domestic and international creditors equally in the proceedings in Japan, and thus, it is our view that we need to maintain the Chapter 15 proceedings in the United States along with the proceedings in Japan. It is expected that the same can be said if the bankruptcy proceedings commence.

END

## **EXHIBIT 18**

April 24, 2014

To whom it may concern,

Bankrupt Entity: MtGox Co., Ltd.

Bankruptcy Trustee: Attorney-at-law Nobuaki Kobayashi

**Announcement of Commencement of Bankruptcy Proceedings**

At 5 p.m. on April 24, 2014, the Tokyo District Court issued an order of commencement of the bankruptcy proceedings for MtGox Co., Ltd. (the "Company") (Case No.: Heisei 24(hu)No.3830), and at the same time, appointed me as the bankruptcy trustee.

The power and authority to administer and dispose of the assets of the Company is vested exclusively in the bankruptcy trustee, and the bankruptcy trustee will implement the bankruptcy proceedings, such as the administration and realization of the Company's assets and the investigation of the claims. We kindly ask for your understanding and cooperation.

As it is expected that there will likely be inquiries from interested parties, an appendix has been prepared, in which answers to frequently asked questions are provided.

In addition, the call center can be contacted at the telephone number below in respect to this case. However, please note that, at this stage, responses will not be given beyond the scope of the details described in the appendix.

Telephone Number: +81-3-4588-3922

Working Hours: Monday to Friday (excluding national holidays) 10 a.m. to 5 p.m.

(Japan time)

\*All inquiries should be made through the telephone number above, and please refrain from making inquiries to the office of the bankruptcy trustee, whether directly or by email.

Interested parties will be informed of any relevant information, where necessary, through the appropriate channels, including the Company's website (<https://www.mtgox.com/>).

We kindly ask for your continued understanding and cooperation for the bankruptcy proceedings.

END

April 24, 2014

To whom it may concern,

Bankrupt Entity: MtGox Co., Ltd.

Bankruptcy Trustee: Attorney-at-law Nobuaki Kobayashi

### **Answers to Frequent Asked Questions**

We hereby inform you, to the extent possible at this stage, of the status and future outlook regarding MtGox Co., Ltd. (the "Company") as follows.

We ask you to understand that many of the matters outlined below are matters to be formally decided by the relevant persons other than us, and certain parts of what we describe below are merely the current expectations.

You will be informed of any further updates through the Company's website (<https://www.mtgox.com/>).

#### **Current Status**

Q. What is the bankruptcy trustee?

A. The bankruptcy trustee is the person who will implement the bankruptcy proceedings from a fair and independent perspective, through, among other means, the administration and realization of the Company's assets and the investigation of the claims and the liquidating distribution if funds for distribution are secured. The power and authority to administer and dispose of the assets of the Company is vested exclusively in the bankruptcy trustee.

In this case, I was appointed as the bankruptcy trustee of the Company by the Tokyo District Court.

Q. What is expected to happen under the bankruptcy proceedings?

A. The bankruptcy trustee will implement the bankruptcy proceedings, in which the assets of the bankrupt entity will be managed and converted into cash, the investigation of the claims, etc. will be conducted, and if funds for a distribution are secured, the liquidating distribution will be made.

Q. Will a creditors' meeting be held?

A. It will be held on July 23, 2014 (it is expected that serial creditors' meeting(s) will be held at proper times). For the details of the creditors' meeting to be held on July 23, 2014, please refer to the order for commencement of the bankruptcy proceedings, etc. which will

be available on the Company's website.

In addition, creditors are not obligated to attend creditors' meetings, and the creditors will not be disqualified from the liquidating distribution due to their absence from creditors' meetings. It is planned that the content of the report at the creditors' meetings will be disclosed on the Company's website.

Q. What will happen to the power and authority of the representative director of the Company?

A. The representative director of the Company has lost his authority to administer the Company's assets pursuant to the order of commencement of the bankruptcy proceedings.

#### **Filing Proofs of Claims and Investigation of Claims**

Q. What is the filing of proofs of claims? What happens if such filing is not made?

A. The filing of proofs of the claims is a procedure where persons who have bankruptcy claims file proofs of such claims, such as creditor's name, address, and amount of claim, for participating in the bankruptcy proceedings (please note that the filed claims are not always approved, but rather the bankruptcy trustee will investigate the existence, amount, etc. of such claims after they are filed). Without such filing, creditors cannot receive a liquidating distribution for their claims in the Company's bankruptcy proceedings, even if funds for distribution are secured and such distribution is conducted.

Detailed information for the filing of proofs of claims, including the form of the filing document and the process of the filing will be disclosed through the Company's website at a later date. Your patience would be very much appreciated.

Q. When and how will I be informed of the form of the filing document?

A. Detailed information for the filing of proofs of claims, including the form of the filing document and the process of the filing will be disclosed through the Company's website at a later date. Given that the number of creditors is large, it is expected that it will take a long period (several months) to determine how to distribute the form of the filing document and to prepare for distributing such form. We appreciate your kind understanding.

Q. I want to know how to fill in the filing document and how to submit such document.

A. The method of filling in the filing document and how to submit such document as well as the form of the filing document will be disclosed at a later date through this website.

Q. I want to file proofs of claims immediately by using a document that I have made.

Where should I send such document?

A. As stated above, detailed information for the filing of proofs of claims, including the form of the filing document, the method of filling in such document and the process of the filing will be disclosed through the Company's website at a later date. Your patience would be very much appreciated.

If each creditor submits the filing document using his/her own form, there will likely be confusion, since such documents may lack legally required information, or there may arise discrepancies in the interpretation of the descriptions in such documents. In addition, given that the number of the creditors is large in this case, if such confusion occurs in relation to many creditors, the process of the bankruptcy proceedings would likely be extremely delayed and the interests of the creditors would likely be impaired. We ask for your kind patience until we provide the above stated information.

Q. I have not notified the Company of my name or address. Will the information regarding the filing of proofs of claims be delivered to me without fail?

A. Users who have not notified MtGox of their names and addresses may not receive the individual notices regarding the bankruptcy proceedings from the court or the bankruptcy trustee. We will disclose the necessary information for the creditors through the Company's website later, and detailed information for the filing of proofs of claims, including the form of the filing document, the method of filling in such document and the process of the filing will also be disclosed through the Company's website at a later date. Your patience would be very much appreciated. Thus, please check the Company's website continuously and regularly.

#### **Status of Administration of the Assets**

Q. I would like to know the number of bitcoins that I have deposited with the Company.

A. For the time being, we will continue to offer the service under which you can confirm your balance, which the Company previously offered through its website. However, please note that the balance that you can confirm on such website is shown for the sake of users' convenience, and such confirmation is neither a substitute for the filing of a claim nor does it mean that the bankruptcy trustee will approve the existence and amount of such claim. Thus, it cannot always be assured that the balance that you can confirm will be approved as the bankruptcy claim in its full amount. The bankruptcy claim will be fixed through the subsequent procedures, including the filing of proofs of claims and the investigation procedure.

The process of the filing proofs of the claims, etc. will be disclosed through the Company's

website later. Your patience would be very much appreciated.

Q. Please return the bitcoins and cash that I deposited with the Company.

A. We will make the liquidating distribution to the bankruptcy claims if funds for distribution are secured. With regard to the liquidating distribution under the bankruptcy proceedings, please see below.

Q. How many bitcoins or how much cash does the Company have?

A. The actual amount and value of bitcoins and cash of the Company will be investigated by the bankruptcy trustee with the cooperation of certain experts, etc.

Q. Will the bankruptcy trustee investigate the bitcoins and cash that are said to be lost?

A. The bankruptcy trustee will investigate such matters to the extent possible through its asset administration. The Company has consulted with the police authority, and the bankruptcy trustee will also proactively cooperate with it when such cooperation is requested.

Q. What will happen to the business of the bitcoin exchange operated by the Company?

A. It is unlikely that the Company can restart the exchange. The treatment of the exchange business is expected to be decided by taking into consideration various matters, including whether there is any proper buyer candidate who can assume the business and how to transfer the business to such buyer.

#### **Liquidating Distribution**

Q. Will there be any liquidating distribution to the creditors? How will it be conducted?

A. The bankruptcy trustee will consider these matters as the bankruptcy proceedings progress.

#### **Others**

Q. Will the liability of the representative director of the Company not be pursued?

A. The bankruptcy trustee will conduct an investigation regarding the liability of the representative director of the Company through the bankruptcy proceedings.

Q. Is it not likely that the business of the Company will be assumed by a buyer?

A. Various matters, including whether there is any proper buyer candidate who can assume the business and how to transfer the business to such buyer will be considered by the

bankruptcy trustee.

Q. What will happen to the affiliate companies of the Company?

A. At this stage, we are not aware that such companies have filed for the commencement of civil rehabilitation proceedings or bankruptcy proceedings.

Q. I would like to speak to the bankruptcy trustee directly.

A. Given that the number of interested parties (including the users) is extremely large, please refrain from directly contacting the bankruptcy trustee, and please contact the call center if you have any queries. However, please kindly understand that, at this stage, responses will not be given beyond the scope of the details described in this appendix.

END



## **EXHIBIT 19**



## 株式会社MTGOX 定款

### 第1章 総 則

(商号)

第1条 当社は、株式会社MTGOXと称する。

(目的)

第2条 当社は、次の事業を営むことを目的とする。

- 1 IT (情報技術) システムの構築及びコンサルティング
- 2 インターネットのウェブコンテンツの開発、製作及びコンサルティング
- 3 コンピューター及びサーバーの企画、開発、設計
- 4 インターネットサイトの運営及び管理
- 5 前各号に附帯する一切の事業

(本店の所在地)

第3条 当社は、本店を東京都渋谷区に置く。

(公告の方法)

第4条 当社の公告は、官報に掲載してする。

### 第2章 株 式

(発行可能株式総数)

第5条 当社の発行可能株式の総数は、1万株とする。

(株式の譲渡制限)

第6条 当社の株式を譲渡により取得するには、株主総会の承認を受けなければならない。

(株券の不発行)

第7条 当社の株式については、株券を発行しない。

(株主名簿記載事項の記載又は記録の請求)

第8条 当社の株式取得者が株主名簿記載事項を株主名簿に記載又は記録することを請求するには、株式取得者とその取得した株式の株主として株主名簿に記載され、若しくは記録され

た者又はその相続人その他の一般承継人が当会社所定の書式による請求書に署名又は記名押印し、共同して請求しなければならない。

- 2 前項の規定にかかわらず、利害関係人の利益を害するおそれがないものとして法務省令に定める場合には、株式取得者が単独で株主名簿記載事項を株主名簿に記載又は記録することを請求することができる。

(質権の登録及び信託財産の表示)

- 第9条 当会社の株式につき質権の登録又は信託財産の表示を請求するには、当会社所定の書式による請求書に当事者が署名又は記名押印し、これを提出しなければならない。その登録又は表示の抹消についても同様とする。

(手数料)

- 第10条 前2条に定める請求をする場合には、当会社所定の手数料を支払わなければならない。

(基準日)

- 第11条 当会社は、毎事業年度末日の最終株主名簿に記載又は記録された議決権を有する株主（以下、「基準日株主」という。）をもって、その事業年度に関する定時株主総会において権利行使すべき株主とする。但し、当該基準日株主の権利を害しない場合には、当会社は、基準日後に、募集株式の発行、合併、株式交換又は吸収分割等により株式を取得した者の全部又は一部を、当該定時株主総会において権利を行使することができる株主と定めることができる。

- 2 前項のほか、株主又は登録株式質権者として権利を行使すべき者を確定するため必要があるときは、取締役会~~の~~の決定により、臨時に基準日を定めることができる。但し、この場合にはその日を2週間前までに公告するものとする。

(株主の住所等の届出)

- 第12条 当会社の株主及び登録株式質権者又はその法定代理人若しくは代表者は、当会社所定の書式により、その氏名又は名称、住所及び印鑑を当会社に届け出なければならない。

- 2 届出事項に変更が生じた場合における、その事項についても同様とする。

### 第3章 株主総会

(招集)

第 13 条 当会社の定時株主総会は、事業年度末日の翌日から 3 か月以内に招集し、臨時総会は、その必要がある場合に随時これを招集する。

2 株主総会を招集するには、会日より 3 日前までに、議決権を行使することのできる各株主に対して招集通知を発するものとする。但し、その株主総会において議決権を行使することができる株主全員の同意があるときは、招集手続きを経ることなく開催することができる。

(議長)

第 14 条 株主総会の議長は、社長がこれにあたる。社長に事故があるときは、あらかじめ社長の定めた者がこれに代わる。

(決議)

第 15 条 株主総会の決議は、法令又は定款に別段の定めがある場合のほか、出席した議決権のある株主の議決権の過半数をもって決する。

2 会社法第 309 条第 2 項に定める決議は、議決権を行使することができる株主の議決権の 3 分の 1 以上を有する株主が出席し、出席した当該株主の議決権の 3 分の 2 以上に当たる多数をもって行う。

(議決権の代理行使)

第 16 条 株主又はその法定代理人は、当会社の議決権を有する株主又は親族を代理人として、議決権を行使することができる。

但し、この場合には、総会ごとに代理権を証する書面を提出しなければならない。

#### 第 4 章 取締役

(取締役の員数)

第 17 条 当会社の取締役は 5 名以内とする。

(取締役の選任)

第 18 条 当会社の取締役は、株主総会において議決権を行使することができる株主の議決権の数の 3 分の 1 以上の議決権を有する株主が出席し、その議決権の過半数の決議によって選任する。

2 取締役の選任については、累積投票によらないものとする。

(取締役の任期)

第 19 条 取締役の任期はその選任後 10 年以内に終了する事業年度のうち最終のものに関する定時総会の終結の時までとする。

2 補欠又は増員により選任された取締役の任期は、他の在任取締役の任期の残存期間と同一とする。

(報酬及び退職慰労金等)

第 20 条 取締役の報酬及び退職慰労金等は、株主総会の決議をもつ定める。

## 第 5 章 計 算

(事業年度)

第 21 条 当会社の事業年度は年 1 期とし、毎年 4 月 1 日から翌年 3 月 31 日までとする。

(剰余金の配当)

第 22 条 剰余金の配当は、毎事業年度末日現在における株主名簿に記載又は記録された株主又は登録株式質権者に配当する。

(配当金の除斥期間)

第 23 条 当会社が、株主に対して剰余金の配当の支払の提供をしてから満 3 年を経過したときは、当会社はその支払の義務を免れるものとする。

## 第 6 章 附 則

(設立に際して出資される財産の価額)

第 24 条 当会社の設立に際して出資される財産の価額は金 500 万円とし、1 株の払込金額は、金 1 万円とする。

(成立後の資本金の額)

第 25 条 当会社の成立後の資本金の額は、設立に際して株主となる者が払込みをした財産の額の全額とする。

(最初の事業年度)

第 26 条 当会社の最初の事業年度は、当会社成立の日から平成 24

年 3 月 31 日までとする。

(発起人)

第 27 条 発起人の名称、住所及び発起人が設立に際して割り当てを受ける設立時発行株式の数並びに設立時発行株式と引き換えに払い込む金額は、次のとおりとする。

東京都渋谷区桜丘町 2 6 番 1 号 セルリアンタワー 1 5 階  
株式会社 T I B A N N E  
普通株式 440 株 440 万円

東京都杉並区久我山 5 丁目 2 4 番 3 0 号  
カルプレス・マルク・マリ・ロベート  
普通株式 60 株 60 万円

(定款に定めのない事項)

第 28 条 本定款に定めのない事項は、会社法その他の法令の定めるところとする。

以上、株式会社 M T G O X の設立のため、この定款を作成し、発起人が次に記名押印する。

平成 23 年 7 月 11 日

発起人 株式会社 T I B A N N E  
代表取締役 カルプレス・マルク・マリ・ロベート



同 カルプレス・マルク・マリ・ロベート



MtGox Co., Ltd.

Articles of Incorporation

Chapter I. General Provisions

Article 1. Trade Name

The name of the company shall be MtGox Co., Ltd.

Article 2. Purpose

The purpose of the Company shall be to engage in the following businesses.

1. Construction of, and consulting regarding, IT (information technology) systems;
2. Development and production of, and consulting for, web content for the Internet;
3. Planning, development and design of computers and servers;
4. Operation and management of Internet sites; and
5. Businesses ancillary to the foregoing.

Article 3. Location of Head Office

The Company shall have its head office in Shibuya-ku, Tokyo.

Article 4. Method of Public Notice

Public notice of the Company shall be made by publication in the Official Gazette.

Chapter II. Shares

Article 5. Total Number of Authorized Shares

The total number of shares which the Company is authorized to issue shall be 10,000.

Article 6. Share Transfer Restrictions

Acquisition of shares of the Company through share transfer requires the approval of

the general shareholders meeting.

#### Article 7. Non-Issuance of Share Certificates

The Company will not issue share certificates representing its shares.

#### Article 8. Request for Entering or Recording of Matters to Be Entered in the Shareholder Registry

1. For an acquirer of shares of the Company to request that entries to the shareholder registry be made or recorded in the shareholder registry, the acquirer of shares and the person whose name is set forth or recorded as the shareholder of the acquired shares, or such person's heirs or general successors, must sign or affix their seals on a written request in a form prescribed by the Company and make a joint request.
2. Notwithstanding the stipulations of the preceding paragraph, in cases of an event stipulated in the Ministry of Justice ordinance as unlikely to harm the interests of interested persons, the share acquirer can make a request alone that entries to the shareholder registry be made or recorded in the shareholder registry.

#### Article 9. Registration of Pledge and Indication of Trust Assets

To request the registration of a pledge or indication of trust assets relating to the shares of the Company, the person in question must submit a written request in a form prescribed by the Company with the person's signature or seal affixed. The same shall apply to deletion of such registration or indication.

#### Article 10. Fees

To make the requests stipulated in the preceding two articles, fees prescribed by the Company must be paid.

#### Article 11. Record Date

1. The shareholders whose names are listed or recorded in the final shareholders' registry as of the close of the last day of a business year shall be deemed by the Company to be the shareholders who are entitled to exercise their rights at the ordinary meeting of shareholders pertaining to such business year ("Record Date Shareholders"); provided, however, that if there is no harm to the rights of such Record Date Shareholders, all or some of the persons who acquired shares after the record date from issuance of subscription shares, merger, share exchange, or absorption-type corporate split may be stipulated by the Company to be shareholders who can exercise rights at the relevant ordinary meeting of shareholders.



2. If in addition to the case prescribed in the preceding paragraph, it is necessary to determine the persons who are entitled to exercise their rights as registered shareholders or pledgees, the Company may from time to time, through a resolution of the ~~Board of~~ Directors, stipulate a record date; provided, however, that in such a case, the Company shall give public notice of such date at least two weeks prior to such date.

#### Article 12. Notification of Address etc. of Shareholders

1. Shareholders and registered pledgees of the Company or their legal agents or representatives must notify the Company of their names, addresses and seals on a form prescribed by the Company.
2. The same shall apply if there are any changes to the notification matters.

### Chapter III. General Meeting of Shareholders

#### Article 13. Convocation

1. An ordinary general meeting of shareholders shall be convened within three months from the day following the last day of every business year. An extraordinary general meeting of shareholders may be convened at any time, whenever the necessity arises.
2. To convene a general meeting of shareholders, a notice of the convocation shall be dispatched to each shareholder with voting rights at least one week prior to such meeting; provided, however, that a meeting may be convened without carrying out the convocation procedures with the unanimous consent of shareholders with voting rights.

#### Article 14. Chairperson

The chairperson of general meeting of shareholders shall be the President. If the President is unable to serve as chairperson, a person stipulated by the President in advance shall be the chairperson instead.

#### Article 15. Resolutions

1. In addition to the cases specifically provided by laws and regulations or these Articles of Incorporation, resolutions of a general meeting of shareholders shall be decided by a majority of the voting rights held by the shareholders present who have voting rights.
2. Resolutions stipulated in Article 309, Paragraph 2 of the Companies Act shall be decided by a two-thirds or greater vote of the voting rights held by the shareholders present at a general meeting of shareholders attended by shareholders holding at least

one-third of the voting rights held by all shareholders entitled to exercise their voting rights.

#### Article 16. Proxy Voting

Shareholders or their legal agents may exercise voting rights using as proxies for shareholders with voting rights of the Company or family members; provided, however, that in such a case, a document evidencing the appointment of the proxy must be submitted for each general meeting of shareholders.

### Chapter IV. Directors and Board of Directors

#### Article 17. Number of Directors

The Company shall have five or fewer directors.

#### Article 18. Election of Directors

1. A director shall be elected by a majority of the voting rights held by shareholders present at a general meeting of the shareholders attended by shareholders holding at least one-third of the voting rights held by all shareholders entitled to exercise their voting rights.
2. Cumulative voting shall not be used in electing directors.

#### Article 19. Term of Directors

1. The term of a director shall be until the conclusion of the ordinary general shareholders meeting relating to the final business year ending within 10 years of the director's appointment.
2. The term of a director elected to replace a director or to increase the number of directors shall be the same as the remaining term of the other incumbent directors.

#### Article 20. Remuneration and Retirement Benefits etc.

The remuneration and retirement benefits of directors shall be determined by resolution of a general meeting of shareholders.

### Chapter V. Accounting

Article 21. Business Year

The business year of the Company shall commence on April 1 of each year and end on March 31 of the following year.

Article 22. Dividend Payments

Dividends shall be distributed to shareholders or registered share pledgees who are listed or recorded in the shareholders registry as of the close of each business year.

Article 23. Prescription Period for Payment of Dividends

After the lapse of three years from the date on which the payment of dividends from surplus was offered to shareholders, the Company shall be released from its obligation to pay such dividends.

Chapter VI. Supplementary Provisions

Article 24. Value of Assets Contributed upon Incorporation

The value of assets to be contributed to the Company upon incorporation of the Company shall be JPY5 million, and the pay-in amount per share shall be JPY10,000.

Article 25. Amount of Capital after Incorporation

The amount of capital of the Company after incorporation shall be the full amount of assets paid in by persons who become shareholders at the time of incorporation.

Article 26. First Business Year

The first business year of the Company shall be from the date of incorporation of the Company to March 31, 2012.

Article 27. Promoters

The names and addresses of the promoters, the numbers of shares to be allotted to promoters at the time of incorporation, and the amount of payment therefor are as follows.

Tibanne Co., Ltd.

Cerulean Tower 15F, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo

440 common shares  
JPY4.4 million

Robert Marie Mark Karpeles  
5-24-30 Kugayama, Suginami-ku, Tokyo  
60 common shares  
JPY600,000

Article 28: Matters not Stipulated

Matters not stipulated in these Articles of Incorporation shall be in accordance with the stipulations of the Companies Act and other laws and regulations.

IN WITNESS OF THE INCORPORATION OF MtGox Co., Ltd, the promoters named above have prepared these Articles of Incorporation and hereby affix their names and seals.

Date: July 11, 2011

Promoter: Tibanne Co., Ltd  
Representative Director: Robert Marie Mark Karpeles [seals]

Promoter: Robert Marie Mark Karpeles [seals]

## **EXHIBIT 20**

平成26年3月20日

各位

東京都渋谷区渋谷2丁目11番5号  
株式会社MTGOX  
代表取締役 カルプレス・マルク・マリ・ロベート

当社保有ビットコインの残高に関するお知らせ

当社が保有するビットコイン（以下「BTC」といいます。）の残高につき、以下の通りお知らせいたします。

- (1) 当社は、当初、過去に利用していた旧式ウォレットの残高がないものと考えておりましたが、民事再生手続開始の申立てを契機に、当該ウォレットについても再スキャンにより残高の有無を調査していたところ、平成26年3月7日（金）、当社が平成23年6月以前に利用していた旧式ウォレット内に約20万BTC（19万9999.99BTC）が残存していることを確認いたしました。当社は、上記約20万BTCの存在を確認した後、直ちに民事再生手続の申立代理人弁護士（以下「申立代理人」といいます。）に事実を報告し、翌同月8日（土）に聴き取りによる報告により、申立代理人に事情の詳細を説明しました。また、申立代理人も、週明けの同月10日（月）に、裁判所及び監督委員に対して約20万BTCの存在が確認されたことを報告しております。
- (2) なお、当社は、上記約20万BTCについて、セキュリティの問題から、同月7日（金）に当社のシステム上のウォレット（オンラインのウォレット）に移動させた後、同月14日（金）から15日（土）にかけて、オフラインのウォレットに移動して保管しております。当社は、かかるBTCの移動（保管方法の変更）について、申立代理人を通じて裁判所及び監督委員にその都度報告しております。  
また、当社が現在保有しているBTCは、民事再生手続開始の申立て前より存在を把握していたBTC（約2千BTC）と上記約20万BTCを合わせて、合計約20万2千BTCとなります。
- (3) これまで、当社は、民事再生手続開始の申立ての原因となったBTCの消失に関し、保有していた約85万BTC（ユーザーの取引履歴上のビットコイン保有高であるおよそ75万BTC、及び、当社自身の保有ビットコインである約10万BTCの合計）のほぼ全てが消失したとお知らせしていましたが、上記のとおり、約20万BTCの存在が確認されたことから、消失したBTCの数量は約65万BTCとなるものと見込んでおります（ただし、BTCの消失の原因や消失したBTCの数量は現在調査中ですので、調査の結果により数量が変動する可能性があります。）。

[translation]

March 20, 2014

To everyone concerned

Mark Karpeles  
Representative Director  
MtGox Co., Ltd.

We inform you as follows with regard to the balance of bitcoins (BTC) held by MtGox Co., Ltd.

1. MtGox Co., Ltd. had certain old-format wallets which were used in the past and which, MtGox thought, no longer held any bitcoins. Following the application for commencement of a civil rehabilitation proceeding, these wallets were rescanned and their balance researched. On March 7, 2014, MtGox Co., Ltd. confirmed that an old-format wallet which was used prior to June 2011 held a balance of approximately 200,000 BTC (199,999.99 BTC). MtGox Co., Ltd. investigated the presence of these 200,000 BTC, immediately reported it to its counsels in the application for commencement of a civil rehabilitation proceedings ("counsels"). A hearing took place on March 8 where a detailed explanation of the situation was made to counsels. Immediately on Monday (March 10), counsels reported the existence of the 200,000 BTC to the Court and the Supervisor.

2. For security reasons, the 200,000 BTC which were at first on the 7<sup>th</sup> moved to online wallets were moved between the 14<sup>th</sup> and the 15<sup>th</sup> to offline wallets. These bitcoin movements (including the change in the manner in which these bitcoins were stored) has been reported to the Court and the Supervisor by counsels.

Further, the bitcoins held today by MtGox Co., Ltd. amount to a total of approximately 202,000 BTC, including the above 200,000 BTC and the approximately 2,000 BTC which existed prior to the application for commencement of a civil rehabilitation proceeding.

3. MtGox Co., Ltd. had previously reported about the disappearance of bitcoins which had triggered this application for commencement of a civil rehabilitation proceeding that MtGox Co., Ltd. had lost almost all of the approximately 850,000 bitcoins it held (approximately 750,000 BTC corresponding to the balance of bitcoins belonging from users as seen from transaction records as well as approximately 100,000 BTC belonging to MtGox). Taking into account the existence of the 200,000 BTC, the total number of bitcoins which have disappeared is therefore estimated to be approximately 650,000 BTC. (Please note that the reasons for their disappearance and the exact number of bitcoins which disappeared is still under investigation and that the above figures may still change depending on the results of the investigation.)